

REMARKS**Rejections**

Claims 2-3, 5-7, 9-12, 14-16, 18-19, 25-27 and 29-32 stand rejected under §112, first and second paragraphs. The Examiner cites the phrase “an encoder of a conventional laser beam recorder”.

Further all pending claims stand rejected under 35 U.S.C. §102 as anticipated by Hogan or obvious in light of Hogan and Newman.

§112 Rejection Overcome

The §112 rejections are both overcome by the present amendments to each of remaining independent Claims 30 and 31. This is not to concede that the §112 rejection was appropriate, but is in order to obviate this as an issue. The term “conventional” which the Examiner cited is no longer recited in either of these claims. Moreover, these claims now refer explicitly to the “mastering process” thereby reading on paragraph 6 of the specification at page 2, lines 6-13. Hence the §112 rejections are both overcome by this amendment.

Claims Not Anticipated By Or Obvious In Light Of Hogan

The Examiner also rejected Claims 3, 5-7, 9, 12, 14-16, 18-19, 25-27 and 29-32 as being anticipated by Hogan. Claims 2 and 10 were rejected as obvious citing Hogan and Newman. It is respectfully submitted that there is a significant difference between the invention as disclosed in the present specification and Hogan, both in terms of the technical problem overcome and the resulting solution. In accordance with the present invention as explained in the specification at paragraph 6 at page 2, lines 6-13:

The present invention utilises the inherent limitations of currently available CD writers. Thus, the applicants have found that it is possible to provide an authenticating signature on a disc which, because of its size and/or its nature, cannot be accurately written onto

a disc by a writer for recordable discs such that it is reliably readable. However, the much more sophisticated encoders used in mastering houses, for example, the encoder which controls a laser beam recorder, can be controlled to accurately write the authenticating signature to the glass master.

Hence in accordance with the present invention the data on the disc can be written during mastering by a laser beam recorder controlled by its encoder but the resulting disc cannot be copied in terms of its content by a currently available CD writer of the type commercially available. This has the advantage of using presently available laser beam recorders during the mastering (production) process and their encoders, for purposes of copy protection. Hence the present inventor recognized the relevant technical distinction between conventional CD writers and mastering laser beam recorders, both of which are now on the market. The invention therefore exploits this distinction in terms of the data patterns by using the rapid rate of change which can be encoded by the encoders of laser beam recorder encoders during mastering of CDs but cannot be properly handled by the CD writers during subsequent illicit copying attempts.

Hogan, the primary reference cited by the Examiner, addresses a different technical problem. While Hogan is also directed generally to copy protection of CDs or other optical discs, he instead exploits the difference between standard encoders of the type commercially available and a special (unique) encoder of his own design. See Hogan Summary of the Invention at column 3, beginning line 43:

There are three embodiments. The first two embodiments exploit the fact that some sequences of symbols will likely be encoded by “standard” encoders into a sequence of channel bits that leads to a large accumulated DSV, and likely cannot be reliably detected by most read channels.

In a first embodiment, a special encoder encodes an original sequence of symbols into a sequence of channel bits that can be read by all decoders. Standard encoders will likely encode the same original sequence of symbols into a different sequence of channel bits that will lead to a large accumulated DSV. (Emphasis added)

Therefore for his solution Hogan devised his new or novel so-called special encoder shown in his FIGS. 3C and 3D, as compared to the prior art standard encoder of his FIGS. 3A and 3B. The Hogan special encoders are shown in terms of functionality rather than a block diagram but it is understood that the Hogan special encoder is one capable of producing the data patterns of Hogan FIGS. 3C and 3D. The reference to the “special encoder” is repeated throughout the Hogan disclosure, see e.g. also column 4, line 2, column 4, lines 27-30, column 5, line 1, column 5, line 65 et al.

The Hogan special encoder is defined at column 6, beginning line 26:

The key difference between the standard encoder of FIGS. 3A and 3B and the special encoder of FIG. 3C and 3D is that the special encoder makes an apparently less optimal choice for the first three symbols...

There is no indication that this Hogan “special encoder” is of a type commercially available in terms of laser beam recorders for mastering or any other presently available equipment. It is clearly a “special” (unique) design conforming to Hogan FIGS. 3C and 3D. Moreover Hogan emphasizes this in his claims; the single claim of Hogan at column 10 specifically recites in step c “encoding the sequence of symbols with a special encoder...”. Hence even the Hogan claim emphasizes the requirement for the special encoder.

Clearly no such “special encoder” is required in accordance with the present invention which instead is a method capable of being carried out using a standard laser beam recorder controlled by a standard encoder, as pointed out above.

Hence Claim 30 as amended recites in its final clause “in a mastering process using a laser beam recorder controlled by an encoder which has a larger ability to look ahead than the writer...to accurately write the authenticating signature...” This reads on, for instance, the present application paragraph 6 (page 2, lines 7-13).

Of course no such feature is present in Hogan which addresses his different technical problem of making the data inaccessible in effect to standard encoders (of whatever type) by instead

substituting the special encoder both disclosed and claimed in Hogan and which is unique to him. Hence the above final clause of Claim 30 clearly distinguishes over Hogan. The other reference (Newman) cited by the Examiner in rejecting dependent Claims 2 and 10 also fails to make good this deficiency of Hogan. Hence Claim 30 clearly distinguishes over Hogan, as do the claims dependent thereon.

Claim 31 as amended recites the same subject matter with regard to the rapid rate of change and as amended the nature of the encoder in its final clause as Claim 30, and hence is allowable over Hogan for at least the same reasons as pertain to Claim 30. Claim 32 and its dependent Claims 25-27 and 29 are canceled here, without prejudice.

Hence all currently pending Claims 2, 3, 5-7, 9-10, 12, 14-16, 18, 19 and 30-31 are allowable and allowance thereof is requested. If the Examiner contemplates other action, he is requested to contact the undersigned at the telephone number given below.

CONCLUSION

Therefore it is respectfully submitted that all pending claims in this case are allowable and allowance thereof is requested. This Amendment is filed under Rule 34. The correspondence address remains that of Macrovision Corporation.

In the event that the U.S. Patent and Trademark Office determines that an extension of time and/or other relief is required, Applicant petitions for any required relief including extensions of time and authorizes the Commissioner to charge the cost of such petitions and/or fees due in connection with the filing of this paper to the undersigned's Deposit Account No. 03-1952 referencing docket no. 136922003800.

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Respectfully submitted,

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